RESOLUTION GRANTING NEW LICENSE TO BLEEDING DISORDERS ASSOCIATION OF NORTHEASTERN NEW YORK TO OCCUPY AND USE CERTAIN SPACE IN THE QUACKENBUSH BUILDING

WHEREAS, the Rensselaer County Industrial Development Agency (the IDA) has obtained a lease on the Third Floor of the Quackenbush Building in Troy, NY for the purpose of sub-leasing or licensing portions thereof to start-up companies or other small enterprises in order to encourage the development of new businesses and industries in Rensselaer County; and

WHEREAS, the Bleeding Disorders Association of Northeastern New York (hereinafter the "Licensee") has previously been granted a License to occupy and use 736 square foot of the IDA's space in the Quackenbush Building, known as Suite 320, which License expired on May 31, 2019, and Licensee has held over in the premises, and Licensee is interested in obtaining a new License for that same space upon the terms set forth in the attached License agreement, for the period June 1, 2020 through May 31, 2021; and

WHEREAS, the granting of the new License to the Licensee upon the terms and conditions set forth in the attached agreement would be in furtherance of the purpose, goals, and objectives of the IDA; now therefore be it

RESOLVED, that the Chairman of the IDA is hereby authorized to execute a License agreement in favor of the Licensee, substantially as set forth in the attached agreement, subject to approval thereof as to form by Agency Counsel.

Resolution ADOPTED by the following vote:
Ayes: 4
Nays: 0
Abstain: 0
July 9, 2020

STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned (Assistant) Secretary of Rensselaer County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on July 9, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 9th day of July, 2020.

Cynthia A Hennigar
(~~Assistant~~) Secretary

(SEAL)

LICENSE AGREEMENT

It is hereby AGREED by and between **THE RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY (hereinafter the "IDA")**, and **BLEEDING DISORDERS ASSOCIATION OF NORTHEASTERN NEW YORK** (hereinafter "**BDANENY**"), and Quackenbush Properties, LLC, as follows:

ARTICLE I
THE LICENSED SPACE

1.01.1. The IDA has leased from Quackenbush Properties, LLC, the entire third floor of the Quackenbush Building (the Building) located at 333 Broadway, Troy, New York. The IDA hereby grants to BDANENY a License to exclusively use and occupy a portion of that third floor (the "Licensed Space") consisting of approximately 736 square feet known as Suite 320, for use as general office space, or such other use as may hereafter be agreed upon between the IDA and BDANENY in writing. BDANENY's License shall also include the non-exclusive right to use, in common with the IDA and other IDA licensees, the common areas of the third floor, consisting of corridors and bathrooms which are not licensed exclusively to others, nor otherwise designated as private. BDANENY's License shall also include the non-exclusive right to use, in common with the IDA and other IDA licensees, and other occupants of the Building, the common areas of the Building, to the same extent that the IDA is allowed to use them by the terms of the lease between the IDA and Quackenbush Properties, LLC, including the use of sidewalks, entryways, hallways, stairways, elevators, and restrooms. BDANENY's License shall also include the right to use all cabling and communications appurtenances located in the Licensed Space.

1.01.2. It is understood that the IDA cannot grant to BDANENY by license any greater rights in the premises than the IDA has received from Quackenbush Properties, LLC under the lease between the IDA and Quackenbush Properties, and BDANENY's License is subject to the terms and conditions of that lease, an abstract of which is attached hereto as Attachment A.

ARTICLE II
TERM of the LICENSE

2.01. The term of the License shall commence on June 1, 2020 and expire on May 31, 2021 unless renewed or sooner terminated pursuant to the terms of this lease.

ARTICLE III
LICENSE FEE

3.01. The License Fee shall be $970.00 per month to be received by the IDA on or before the first day of each month during the term. In the event that the term ends on a day other than the last day of the month, then the license fee for the last month shall be prorated accordingly. If payment of the License Fee, Additional License Fee, or any other amount due from BDANENY under this License Agreement, is more than ten days in arrears, a late fee in the amount of 5% of any such arrearage will be immediately due and payable as an Additional License Fee, in addition to any other remedy available to the IDA.

ARTICLE IV
SERVICES

4.01. It is understood that Quackenbush Properties, LLC is responsible for providing certain utilities and services to the Third Floor of the Building pursuant to the Lease between Quackenbush Properties, LLC and the IDA, an abstract of which is attached hereto as Attachment A. BDANENY, as a Licensee of the IDA, is entitled to those utilities and services to the same extent as the IDA is entitled thereto. Should BDANENY have any difficulty in obtaining the utilities or services to which it is entitled, BDANENY shall notify the IDA and the IDA shall, on behalf of BDANENY, take all reasonable steps to enforce the obligations of Quackenbush Properties, LLC with respect thereto.

ARTICLE V

LIMITATIONS ON USE OF THE PREMISES

5.01. BDANENY agrees not to do, or permit anything to be done, in the Licensed Space or in the common areas to which it has access under this License Agreement, or to keep anything therein, which will create a serious hazard to the person or property of others; or which will obstruct or interfere with the rights of other tenants or licensees in the building; or violate any law or governmental regulation; or do, or permit, any act which would constitute a violation of any term or requirement of any insurance policy upon the premises or property therein. BDANENY may not conduct any extra-hazardous activities on the premises.

ARTICLE VI
INITIAL FIT-UP AND ADDITIONAL WORK

6.01. Quackenbush Properties, LLC has fit up the Licensed Space as Class A office space, pursuant to specifications or samples provided to BDANENY, at the expense of Quackenbush Properties, LLC.

6.02. If BDANENY requests that any additional work be done to the Licensed Space by Quackenbush Properties, LLC, Quackenbush Properties, LLC agrees to do the work at cost plus ten percent for overhead and supervision. BDANENY agrees to pay for any such work within fifteen (15) days after receipt of a bill therefore.

ARTICLE VII
ALTERATIONS

7.01. BDANENY may not make any installations, alterations or additions in or to the Licensed Space without written consent of the IDA, which consent shall not be unreasonably withheld or delayed. All alterations, improvements and installations made by BDANENY shall be at its sole cost and expense. Any such work shall be done in a good and workmanlike manner and in conformity with all applicable laws and governmental regulations. All shelving, partitions, fixtures, machinery or other equipment and property installed by BDANENY, other than that which replaces such items that are upon the premises at the commencement of this License, shall remain the property of BDANENY and shall be removed prior to the termination of this License. Any injury or damage caused to the premises by such removal shall be promptly repaired by BDANENY and the Licensed Space shall be restored substantially to its condition at the commencement of this License, reasonable wear and tear excepted. If any property belonging to BDANENY is not removed from the premises prior to the termination of this License, then, upon the termination of this License such property shall not be deemed to be abandoned but rather shall be deemed to be immediately conveyed to the IDA; but, should the IDA determine it is necessary to remove any such property from the premises, this conveyance provision shall not be deemed to relieve BDANENY of its obligation to pay the cost of any repair or restoration necessitated by such removal, and the cost of removal and disposal. Any shelving, partitions, fixtures, machinery or other equipment and property installed or provided by the IDA, or for which the IDA has given BDANENY an allowance, shall remain the property of the IDA and shall be surrendered by BDANENY upon the termination of this License.

ARTICLE VIII
REPAIRS AND JANITORIAL SERVICES

8.01. BDANENY shall take good care of the Licensed Space, and shall be responsible for the cost of any special cleaning or repairs to the Licensed Space necessitated by the intentional or negligent acts of BDANENY's agents, employees or guests, and shall surrender up the Licensed Space upon termination of the License in as good condition as when it was received, reasonable wear and tear excepted.

8.02. Quackenbush Properties, LLC will maintain the common areas of the Third Floor and the Building in good order and condition.

8.03. Quackenbush Properties, LLC will perform light janitorial services in the Licensed Space and common areas, to include cleaning of bathrooms, vacuuming and trash removal, according to its lease obligations to the IDA, an abstract of which lease is attached hereto as Attachment A.

ARTICLE IX
DESTRUCTION BY FIRE OR OTHER CASUALTY

9.01. In the event of fire or other casualty which renders the Licensed Space uninhabitable, or which renders the Building's common areas which are necessary for reasonable access to, and the intended use of, the Licensed Space, then BDANENY's obligation to pay the License Fee shall abate until such time as the Licensed Space and/or the common areas are restored for use. If the Licensed Space and/or the common areas are not restored for use after 90 days from the fire or casualty, then BDANENY may terminate this License by giving written notice thereof to the IDA.

ARTICLE X
SIGNAGE

10.01. Signage on the premises is controlled by the terms of the IDA's lease with Quackenbush Properties, LLC, a copy of which is attached hereto as Attachment A. The IDA agrees to cooperate with BDANENY in its signage requirements and will use its best efforts to get approval from Quackenbush Properties, LLC for signage design and placement as desired by BDANENY, and Quackenbush Properties, LLC agrees not to unreasonably withhold such approval.

ARTICLE XI
UTILITIES

11.01. Quackenbush Properties, LLC is responsible for providing electricity to the Licensed Space as BDANENY may reasonably require. Quackenbush Properties, LLC is responsible for providing, heat and air conditioning to the Licensed Space pursuant to its lease obligations to the IDA: heat shall be provided during the heating season (68-72 degrees F) and air conditioning during the cooling season (68-72 degrees F). Water and sewer will be provided to the bathroom areas by Quackenbush Properties, LLC. The IDA will be responsible for paying Quackenbush Properties, LLC for providing utilities, and BDANENY shall reimburse the IDA One Hundred-Eleven Dollars ($111.00) per month as BDANENY's share of said utilities, to be paid monthly, on the first day of each month, as an Additional License Fee.

ARTICLE XII
DEFAULT

12.01. In case the Licensed Space shall be deserted or vacated, or if default be made in the payment of the License Fee or Additional License Fee,or any part thereof, after five (5) days written notice to cure; or if default be made in the performance of any of the covenants and agreements other than the payment of the License Fee or Additional License Fee after thirty (30) days written notice to cure same; or if BDANENY shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments or Bureaus, applicable to the Licensed Space; or if BDANENY shall file, or there shall be filled against BDANENY, a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, and not withdrawn within sixty (60) days; or shall BDANENY be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the IDA may on the occasion of such default or action, or at any time thereafter, if the IDA so elects, terminate this License and the terms thereof, on giving to BDANENY thirty (30) days notice in writing of the IDA's intention so to do, and this License and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this License for the expiration hereof; or the IDA may summarily dispossess or remove the Licensee or any other occupant of the Licensed Space with or without summary legal proceedings, and may remove their effects to safekeeping and hold the Licensed Space as if this License had not been granted, but without prejudice to any other remedies available to the IDA under this License Agreement or otherwise.

12.02. In the event of such dispossession, termination or removal and notwithstanding such action or the termination of this License: (i) BDANENY shall be liable forthwith to pay any License Fee and Additional License Fee payable under this License up to the date of such dispossession, removal or termination, (ii) the IDA may re-license or lease the Licensed Space, or any part or parts thereof, for a term or terms which may, at the option of the IDA, be less than or exceed the period which would otherwise have constituted the balance of the term of this License and may in its discretion grant concessions or a free License Fee or free rent for a reasonable time; (iii) BDANENY shall pay to the IDA as liquidated damages for the failure of BDANENY to observe and perform its

covenants and agreements under this License Agreement, any deficiency between the License Fee and Additional License Fee payable by BDANENY under this License and the net amount, if any, of the license fees or rents collected on account of the re-licensing or leasing of the Licensed Space for each month of the period which would otherwise have constituted the balance of the term of this License, (except that in calculating any possible deficiency, BDANENY shall not be credited with the amount of any monthly license fees, or additional license fees, or rent payment received by the IDA due to the re-licensing or leasing of the Licensed Space which exceed the monthly License Fee and Additional License Fee which would have been due from BDANENY under the terms of this License Agreement , in the event that the IDA is able to re-license or lease the Licensed Space for a license fee and/or additional license fee higher than the License Fee and/or Additional License Fee provided for in this License Agreement); (iv) amounts received by the IDA after re-licensing or leasing the Licensed Space shall first be applied against the IDA's expenses incurred in any such effort to re-license or lease, until the same are recovered and when and if such expenses have been completely recovered, the amounts received from re-licensing or leasing as have not previously been applied shall be credited against BDANENY's obligations to the IDA. The IDA may make such reasonable alterations, repairs, replacements and decorations in the Licensed Space as the IDA considers advisable and necessary for the purpose of re-licensing or leasing the Licensed Space and the making of such alterations and decorations shall not operate or be construed to release BDANENY from liability under this Lease. The failure or refusal of the IDA to re-license or lease the Licensed Space or any part thereof shall not release or affect the liability of BDANENY for damages under this License. However, the IDA shall use reasonable effort to re-license or lease the Licensed Space. The IDA shall in no event be liable in any way whatsoever for inability to re-license or lease the Licensed Space or, in the event that the Licensed Space is re-licensed or leased, for any subsequent inability to collect the license fee, additional license fee or rent.

ARTICLE XIII
CURING DEFAULT

13.01. If BDANENY shall default in the observance or performance of any covenant or agreement of this License, beyond any period given to cure such default, the IDA may perform the same for the account of BDANENY, and if the IDA makes any expenditures or incurs any obligation for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such expenditures paid, or obligations incurred, with interest and costs, shall be deemed to be an Additional License Fee and shall be paid by BDANENY to the IDA within ten (10) days of rendition to BDANENY of any bill or statement therefor.

ARTICLE XIV
EMINENT DOMAIN

14.01. If the Quackenbush Building should be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then in that event, the term of this License shall cease and terminate from the date of title vesting in such proceeding. In the event of a Taking of the Building or any part thereof, Quackenbush Properties, LLC shall have, and BDANENY hereby grants and assigns to Quackenbush Properties, LLC, all rights to recover for damages with respect to the Building in which the Licensed Space is located, including any interest created by this License Agreement, and to any compensation accrued or hereafter to accrue by reason of such Taking, as aforesaid, and by way of confirming the foregoing, BDANENY hereby grants and assigns, and covenants with Quackenbush Properties, LLC to grant and assign to Quackenbush Properties, LLC all rights to such damages or compensation. Nothing contained herein shall be construed to prevent BDANENY from prosecuting in any condemnation proceedings any claims permitted by law, to recover for relocation expenses, loss of business, or depreciation to, or cost of removable of, trade fixtures, furniture and other personal property belonging to BDANENY, or any alterations which are of the nature that they would remain the property of BDANENY, provided that such action shall not affect the amount of compensation otherwise recoverable by Quackenbush Properties, LLC from the Taking Authority.

ARTICLE XV

INDEMNIFICATIONS

15.01. BDANENY does hereby covenant and agree that it will indemnify and save harmless the IDA from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Licensed Space and common areas resulting from any act or acts of omission or commission of BDANENY, or BDANENY's officers, agents, servants, employees, contractors, or assignees. BDANENY shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the IDA or in which the IDA may be impleaded upon any such above-mentioned matter, claim or claims, except as may result from any act or acts of omission or commission of the IDA, or its officers, agents, servants, employees, assignees or contractors.

ARTICLE XVI
ASSIGNMENT AND SUBLETTING

16.01. This License may not be assigned or transferred except as the IDA, in its complete discretion, may authorize. The IDA has the complete discretion to determine whether or not any proposed assignment or transfer of this License would further the mission and goals of the IDA, and its judgment in that regard may not be superseded by any other entity.

ARTICLE XVII
END OF TERM

17.01. Upon expiration or other termination of the term of this License, BDANENY shall quit and surrender to the IDA the Licensed Space, broom clean, in as good order and condition as it was received, reasonable wear and tear expected.

ARTICLE XVIII
QUIET ENJOYMENT

18.01. The IDA covenants and agrees that, so long as BDANENY shall pay the License Fee and Additional License Fee as and when due and shall otherwise fully, faithfully and timely observe and perform within applicable notice and cure periods the agreements, covenants and conditions of this License Agreement on its part to be observed and performed with respect to the related Licensed Space, BDANENY shall and may peaceably and quietly have, hold and enjoy the related Licensed Space for the Term of the License, including as the same may be extended, without disturbance, hindrance, ejection or molestation by the IDA (subject to the terms of this License Agreement) or any one claiming by, through or under the IDA.

ARTICLE XIX
NO WAIVER

19.01. The failure of the IDA to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this License shall not prevent a similar subsequent act from constituting default under this License. This License contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.

19.02. No payment by BDANENY, or acceptance by the IDA, of a lesser amount than shall be due from BDANENY to the IDA shall be treated otherwise than as payment on account. The acceptance by the IDA of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount is payment in full, shall be given no effect, and the IDA may accept such check without prejudice to any other rights or remedies which the IDA may have against BDANENY.

ARTICLE XX

WAIVER OF TRIAL AND COUNTERCLAIMS

20.01. The parties agree that they shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this License. If the IDA commences any summary proceeding for non-payment of License Fee or Additional License Fee, BDANENY will not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this License Agreement.

ARTICLE XXI
INSPECTION OF PREMISES

21.01. BDANENY agrees that the IDA and its agents and/or representatives shall have the right to enter into and upon the Licensed Space, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

ARTICLE XXII
NOTICES

22.01. Any notice or demand required to be given under this License, or pursuant to any law or governmental regulations, shall be in writing.

XXIII
MISCELLANEOUS

23.01. This License Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

23.02. BDANENY shall store all trash, debris and all other waste materials in areas inside the Quackenbush Building as designated by Quackenbush Properties, LLC or by the IDA. In no event shall any trash, debris or waste materials be stored outside of the Quackenbush Building.

23.03. Parking is available in the Uncle Sam Parking Garage at $50.00 a month per space.

23.04. Quackenbush Properties, LLC and/or the IDA may, at their sole discretion, ban any pet from the premises for any reason.

23.05. BDANENY shall not cause or allow any noise or activity on the premises which might unreasonably disturb the peace and quiet enjoyment of another tenant. Any such unreasonable noise and/or activity shall constitute a breach of this agreement.

ARTICLE XXIV
SECURITY DEPOSIT

24.01. Upon the execution of a prior License Agreement between the parties, BDANENY deposited with the IDA the sum of $920.00 as a security deposit for the full and faithful performance by BDANENY of all of the terms, covenants and conditions of that License, which said sum, instead of being returned to BDANENY at the termination of that License has, by mutual agreement, been retained by the IDA, to be returned to BDANENY upon the termination of this instant License provided that BDANENY has fully and faithfully carried out all of the terms, covenants and conditions of this instant License Agreement.

ARTICLE XXV
GOOD FAITH

25.01. The Licensed Space is of such a configuration and is not of such size as to justify, in either case, in the opinion of the parties, entering into formal leases and/or subleases covering each licensed space in the Building. The parties have therefore entered into this License Agreement which, the parties recognize, is not dispositive of all matters and issues that may arise during the Term of the License with respect to the Licensed Space. As and when issues

and matters arise that are not definitively controlled by the provisions of this License Agreement or the IDA's related lease, the parties agree to act reasonably, and to endeavor in good faith to adjust and resolve such issues and matters, so that the purpose of this License might be accomplished.

ARTICLE XXVI
NON-LIABILITY

26.01. The IDA and BDANENY agree that neither their respective directors, officers, employees, shareholders nor any of their respective agents shall have any personal obligation hereunder, and that the IDA and BDANENY shall not seek to assert any claim or enforce any of their rights hereunder against such directors, officers, employees, shareholders or agents personally.

ARTICLE XXVII
BINDING EFFECT

27.01. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have duly executed this License Agreement on the dates below written:

Signed on _____, 2020 Rensselaer County IDA

By: _____
(Authorized Signer)
Printed Name: _____
Title: _____

Signed on _____, 2020 Bleeding Disorders Association of Northeastern New York

By: _____
(Authorized Signer)
Printed Name: _____
Title: _____

Signed on _____, 2020 Quackenbush Properties, LLC

By: _____
(Authorized Signer)
Name: David Bryce
Title: Sole Member

Approved as to form,

_____
John Sweeney, Esq.
Agency Counsel